

REQUEST FOR PROPOSALS (RFP) FOR A BAY-FRIENDLY RATER

The San Francisco Estuary Partnership (SFEP), a program of The Association of Bay Area Governments (ABAG), a joint powers agency, formed under California Government Code Sections 6500, et seq., invites qualified applicants to respond to this Request for Qualifications (RFQ) for the provision of third party Bay-Friendly Rater services to the San Pablo Avenue Green Stormwater Spine Project (PROJECT).

I. BACKGROUND

The PROJECT is a stormwater management demonstration project that will retrofit select portions of the public right-of-way and adjacent areas at eight (8) sites along San Pablo Avenue in the seven (7) participating cities of Oakland, Emeryville, Berkeley, Albany, El Cerrito, Richmond, and San Pablo. San Pablo Avenue is a well-traveled major arterial roadway and commercial corridor that is part of the California State Highway system along a significant stretch. The PROJECT will employ Green Infrastructure methods, such as permeable pavements, bioretention areas (rain gardens and bio-swales), and flow-through planters to promote natural filtration and breakdown of urban runoff contaminants. The stormwater treatment facilities will be vegetated using a plant palette emphasizing native and/or drought tolerant species appropriate to site specific conditions and approved by the respective municipal agency responsible for long-term maintenance.

The SFEP is the project manager of the PROJECT. The participating cities have selected the PROJECT sites. A design team, comprised of a civil engineering firm (Wilsey-Ham, Inc.) and two landscape design firms (Quadriga and Nevue Ngan), is under contract to develop the PROJECT's designs, construction documents, and planting plans. Final designs, specifications, planting plans, and maintenance plans are expected by June 2013. Construction is expected to begin in the early fall of 2013. It has not yet been determined if the facilities will be built concurrently or in phases.

II. SERVICES REQUIRED

To demonstrate and promote sustainable landscaping practices, the PROJECT will be rated using the Bay-Friendly Landscape Guidelines. SFEP seeks a Bay-Friendly Landscape Rater to review the construction, planting, and maintenance plans, interpretive signage language, and physical construction practices as part of the rating procedure. The specific services required for this PROJECT are identified in **Exhibit A, Scope of Services**, to this RFP. **Exhibit B, Agreement Conditions** also contains substantive requirements with which applicants should comply to ensure responsiveness with this RFP. The latest schematic designs, which are still subject to revisions, are included as **Exhibit C, Schematic Designs**.

III. TIMEFRAME

Services are anticipated to begin with negotiation of a contract following the advertising period of about 30 days from the submittal of proposals deadline. The estimated time frame of Bay-Friendly Rater services is from May 2013 to May 2014. This spans the anticipated PROJECT schedule starting from 60% design-level completion through the construction and planting phases of the stormwater facilities.

IV. COMPENSATION

Up to \$27,000 is available for the Bay-Friendly Rater services associated with the PROJECT. Rater must be a bona-fide independent consultant. Rater is responsible for payment of applicable state and federal taxes. All payments will be in arrears. There will be a 10% withhold on all invoices with the retained payment released at the end of the design phase and construction phase respectively. Payment for services is contingent upon receipt of funds from the granting agency by SFEP.

V. REQUIRED QUALIFICATIONS

- Rater shall hold current credentials as a Bay-Friendly Rater and as a Bay-Friendly Qualified Landscape Professional in good standing with the Bay-Friendly Coalition (Coalition).
- Rater shall understand and be able to effectively carry out the Rater responsibilities described in the Bay-Friendly Rating Manual (available for download from www.BayFriendlyCoalition.org) and the Bay-Friendly Rated Landscape Program Policies and Procedures Handbook (provided to Bay-Friendly Raters during the Bay-Friendly Rater training course).
- Rater shall demonstrate sufficient experience with the design and construction of landscapes for similar types of projects.
- Rater shall demonstrate sufficient experience with the application of Bay-Friendly Landscape practices, such as previous work rating, designing or constructing Bay-Friendly Rated Landscape projects, completion of Bay-Friendly coursework, or other professional experience in sustainable landscape design, construction and/or management practices.
- Rater shall demonstrate sufficient experience reading construction documents appropriate to this project, including specification and landscape plans, sections and details.

VI. PROPOSAL CRITERIA

Every proposal will be evaluated according to the criteria below; points will be awarded per criterion based on completeness (maximum points for each are provided in parentheses). To provide an objective, fair review of candidate submittals, proposals are to include only the following information:

1. **Transmittal Letter (10)** - Normal transmittal letter, covering highlights and unique features of your proposal. Any special terms and conditions of the offer should also be summarized here. Please indicate if your firm is, or your team includes, a disadvantaged business enterprise such as a certified Minority-owned Business Enterprise or a Woman-owned Business Enterprise. Letter should include the name and telephone number of a contact person and your office address.
2. **Statement of Qualifications and Experience (40)** – Proposals will be evaluated based on the level of experience and background in performing similar services. Provide a description of your firm (maximum one-page). Provide your resume and the resumes of any support staff who will be assisting in the rating tasks. Include all relevant certifications and/or qualifications, such as Bay-Friendly Qualified Design Professional, Bay-Friendly Rater, LEED AP, GreenPoint Rater, etc. List the Bay-Friendly Rated projects

on which you served as a Rater or as a member of the design team, and briefly describe the project and your role.

3. **Statement of Project Approach (40)** - Proposals will be evaluated on the adequacy of the material submitted in response to services required as described in **Exhibit A – Scope of Services**. Raters must demonstrate understanding of the project and tasks to be performed, project approach, and schedule. Describe your approach to this project, including proposed timeline, workflow practices and verification process. Describe similar projects you have worked on and how they might inform your work on this project.
4. **Fee Proposal (10)** - Identify all costs and expenses for which you would seek reimbursement in connection with the work. Eligible expenditures include staff time, over-head, and project-related out-of-pocket expenses such as travel and Bay-Friendly Coalition fees. Provide your price for services described in the approach, broken out by task. Also provide a schedule of fees for all personnel associated with this project.
5. **References** - Provide three (3) references, including name, title, organization, phone number, email, and type of services you provided to this organization.

Statements must respond to all the requirements of this request, and must include all information specifically required in all sections of this request. Results of reference checks will determine if consultant qualifies for award.

ABAG/SFEP intends to screen each received Proposal in accordance with the criteria itemized above. A Selection Committee will evaluate and rank the Proposals. The two highest scoring firms will be selected for an interview at SFEP offices, 1515 Clay Street, Suite 1400, Oakland, CA, at their own expense. Through the interview, the Selection Committee will evaluate and rank those selected firms according to pre-determined criteria outlined in this RFQ.

ABAG/SFEP will negotiate with the highest ranked firm. If ABAG/SFEP is unable to negotiate a satisfactory agreement with the top-ranked firm, ABAG intends to negotiate with the other firms according to their ranking until it has reached a satisfactory contractual agreement with the firm.

ABAG reserves the right to award a contract or to reject all Proposals.

VII. SUBMISSION FORMAT, LENGTH, and DEADLINE

Interested applicants must submit **three (3) hard-copies** of their proposals by **5:00 p.m. on April 1, 2013**. Proposals received after that date and time will not be given consideration. Proposals should be no longer than 12 pages, printed double-sided. Questions may be directed to Joshua Bradt, Project Manager (email: josh.bradt@waterboards.ca.gov).

VIII. CONTRACT AWARD

Contract award shall be made to the responsible Consultant on the basis of the evaluation criteria listed above and whose statement is most advantageous to ABAG. Our objective is to obtain the highest qualified Consultant to achieve the objectives within a realistic time frame

and reasonable cost. Qualifications and experience as a whole are more important than cost.

This request does not commit ABAG to award a contract. We reserve the right to reject any or all proposals received in response to this request. Award of contract may not be made to any designer unless an agreement can be secured for all general and special contract provisions. Award will not be made to a designer whose proposed period of performance is not within a period of time acceptable to ABAG. Applicants are informed that the award of any contract as the result of this solicitation is contingent upon the availability of funds.

EXHIBIT A: SCOPE OF SERVICES

The Rater's role is to document and verify that the Bay-Friendly practices selected by the SFEP and its landscape design and construction team (Project Team) have been implemented according to the definitions and guidelines contained in the Bay-Friendly Rating Manual. Rater is expected to work with the Project Manager, Project Team, and Coalition in a collaborative fashion to facilitate the rating process, review materials provided by Project Team to verify compliance with the rating program's requirements, and prepare Documentation Submittal.

Rater will be the primary point of contact with the Bay-Friendly Coalition for the project's Bay-Friendly Rating.

Rater shall not provide design assistance or write specifications for the project.

Rater's responsibilities include:

- Initial meeting with Project Team: Meet with the Project Manager and Project Team early in the design process to review the project scope, identify the Bay-Friendly Landscaping measures the project will seek to include, and refine the Rater's scope of work.
- Verification services: As described in the Bay-Friendly Rating Manual, the Rater will conduct a combination of site observation, review of verification materials provided by project team and plan checks. Some Bay-Friendly Landscape practices will require physical inspection or on-site observance by the Rater to verify compliance. Others require documentation obtained by the Rater in the form of product data sheets, invoices, receipts, calculation worksheets, signed Accountability Forms from a key member of the Project Team, photographs or other documentation. These verification services include:
 - Initial plan review starting at the 60% Design-level completion phase
 - Second plan review, planting plan review, and maintenance plan review before 100% Construction Documents
 - Preconstruction meeting with the construction contractor
 - Reviews of relevant contractor submittals
 - Review of Innovation and/or signage application submittals
 - Post-construction site visit
- Documentation submittal: Rater will submit all required documentation to the Bay-Friendly Coalition, including but not limited to:
 - Initial and Final Project Intake Form
 - Initial and Final Project Data Form
 - Rater Checklist
 - Bay-Friendly Landscape Scorecard
 - Innovation Request Form (if applicable)
 - Signage Review Approval Form (if applicable)
 - Water Savings Calculator
 - Evaluation Form
 - Accountability Form(s)
 - Project Photos

EXHIBIT B - STANDARD CONTRACT PROVISIONS

1. Conflict of Interest. No employee, officer, or agent of ABAG shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a) The employee, officer or agent;
- b) Any member of his or her immediate family;
- c) His or her partner; or
- d) An organization which employs, or is about to employ, any of the above has a financial or other interest in the firm selected for award.

ABAG's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.

2. Extensions of Time. The granting of or acceptance of extensions of time to complete performance by Contractor will not operate as a release to Contractor or otherwise modify the terms and conditions of this Contract.
3. Headings. The descriptive headings used in this Contract are for convenience only and shall not control or affect the meaning or construction of any of its provisions.
4. Prohibited Interest. Contractor's officers, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts.
5. Remedies Cumulative. The remedies conferred by this Contract upon ABAG are not intended to be exclusive, but are cumulative and in addition to all other remedies provided by law.
6. Severability. Should any part of this Contract be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect; provided that, the remainder of this Contract can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.
7. Insurance Requirements. Contractor shall procure and maintain for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees. Contractor may satisfy all of the requirements of this Section 7 and of Section 8 by documentation of its membership in a California government agency self-insurance risk pool with coverage at least as broad as the Insurance Requirements set out in this Contract.

- a. Minimum Scope of Insurance. Coverage shall be at least as broad as:

- 1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- 2) Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- 3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
- 4) Errors and Omissions Liability insurance appropriate to the Contractor's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability. The District is not

required to obtain Errors and Omissions Liability insurance for work and services provided by its own employees or officials.

- b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
- 1) General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - 2) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - 3) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by ABAG. At the option of ABAG, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects ABAG, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to ABAG guaranteeing payment of losses and related investigations, claim administration and defense expenses. (Including operations, products and completed operations, as applicable.).
- d. Other Insurance Provisions. The Contractor will cause its self-insurance government agency risk pool, to provide documentation of the following:
- 1) ABAG, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
 - 2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects ABAG, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by ABAG, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
 - 3) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to ABAG.
 - 4) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- e. Acceptability of Insurers. Based on Contractor's representation that its self-insurance agency risk pool is solvent and funded at prudent levels, ABAG accepts the coverage provided in lieu of commercial insurance.
- f. Verification of Coverage. Contractor shall furnish ABAG with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by ABAG before work commences. ABAG reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
8. Project Insurance. Throughout the life of the project, Contractor shall provide and maintain insurance against fire, vandalism and other loss, damage, or destruction of the facilities or structures constructed pursuant to this Contract, if any. This insurance shall be issued by a company or companies admitted to transact business in the State of California. The insurance policy shall contain an endorsement specifying that the policy will not be cancelled or reduced in coverage without thirty days' prior written notice to ABAG and the State Water Board. In the event of any damage to or destruction of the Project or any

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SAN PABLO AVE GREEN STORMWATER SPINE, SFEP 2013

larger system of which it is a part, the net proceeds of insurance shall be applied to the reconstruction, repair or replacement of the damaged or destroyed parts of the Project or its larger system. Contractor shall begin such reconstruction, repair, or replacement as expeditiously as possible and shall pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same shall be completed and the larger system shall be free of all claims and liens.

EXHIBIT C - SCHEMATIC DESIGNS



Site Locations Map^{1 2}

¹ Note, Site Location Map numbering does not correspond to Schematic Design Numbering

² Note, Site #8 in El Cerrito does not yet have schematic design developed



Below is a design concept which shows the layout of proposed retrofit features. The proposed design is compatible with existing uses such as disabled access and clear entry into adjacent businesses. *Please note that some proposed changes result in the loss of on-street parking spaces or shifting of bus stop locations.*



Stormwater Improvement Concept Plan

Scale: 1"=20'
January 2013



- ① Existing median is removed and travel lanes remain as asphalt.
- ② New painted bike lanes are proposed on both sides of the street (by others)
- ③ Stormwater planters and street trees accept runoff from both San Pablo Avenue and adjacent private property.
- ④ Boardwalks allow pedestrians to access parking and sidewalks.
- ⑤ Parallel parking configuration allows for greater space efficiency along the street.
- ⑥ A 4.5' egress zone allows pedestrians to safely exit their vehicles and pay parking meters. The existing ADA marked parking stall is retained at this location.
- ⑦ The east side of San Pablo Avenue could be converted to mirror west side improvements in the future.

San Pablo Avenue Green Stormwater Spine Project

City of Oakland, California

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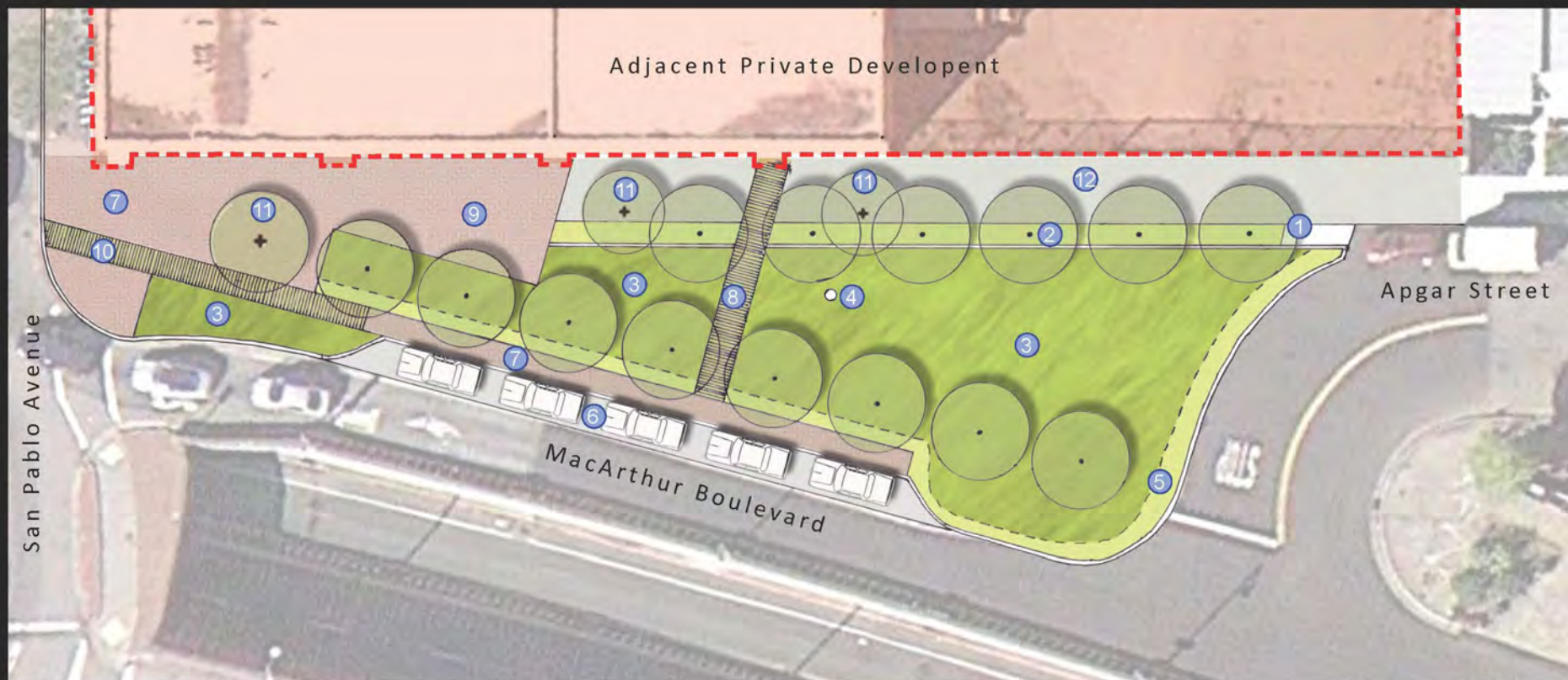
Nevue Ngan Associates

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Stormwater Improvement Concept Plan

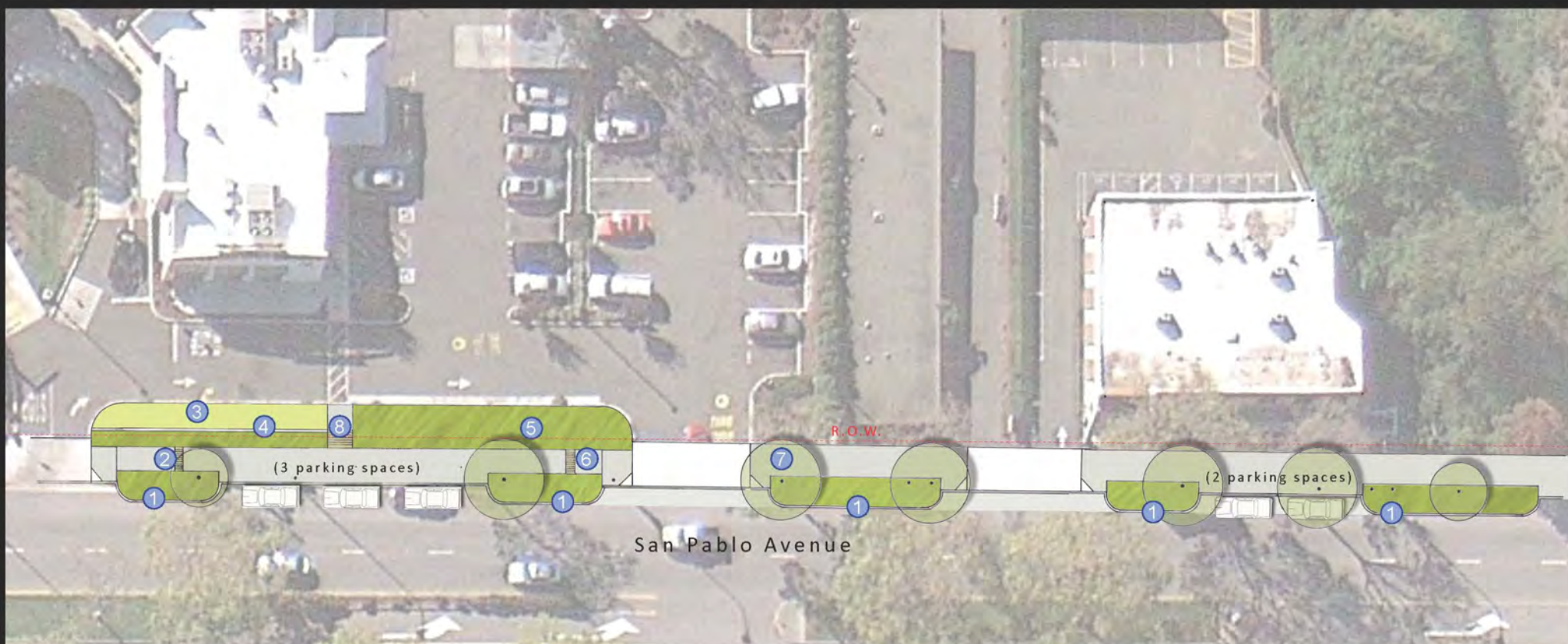
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January 2013



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|---|---|---|
| ① Entry point of stormwater flow from Apgar Street. | ⑤ Side slope landscape transitions grade from street level to the basin's finished elevations. | ⑨ Expanded sidewalk area overlooks rain garden cells and allow for addition space for cafe/plaza seating. |
| ② Low-flow green gutter. Higher flows spill over a small retaining wall into larger adjacent rain garden. | ⑥ On-street asphalt parking zone (Capacity is for five vehicles) | ⑩ Overflow from rain garden system. |
| ③ Rain garden landscape area. | ⑦ New sidewalk paving to match existing brick paving along San Pablo Avenue (by private development?) | ⑪ Existing street trees to remain. |
| ④ Existing sewer manhole location. | ⑧ Pedestrian boardwalk crossing over rain garden system. | ⑫ Sidewalk zone to be paved with standard scored concrete. |



Below is a design concept which shows the layout of proposed retrofit features. The proposed design is compatible with existing uses such as disabled access and clear entry into adjacent businesses. *Please note that some proposed changes result in the loss of on-street parking spaces or shifting of bus stop locations.*



Stormwater Improvement Concept Plan

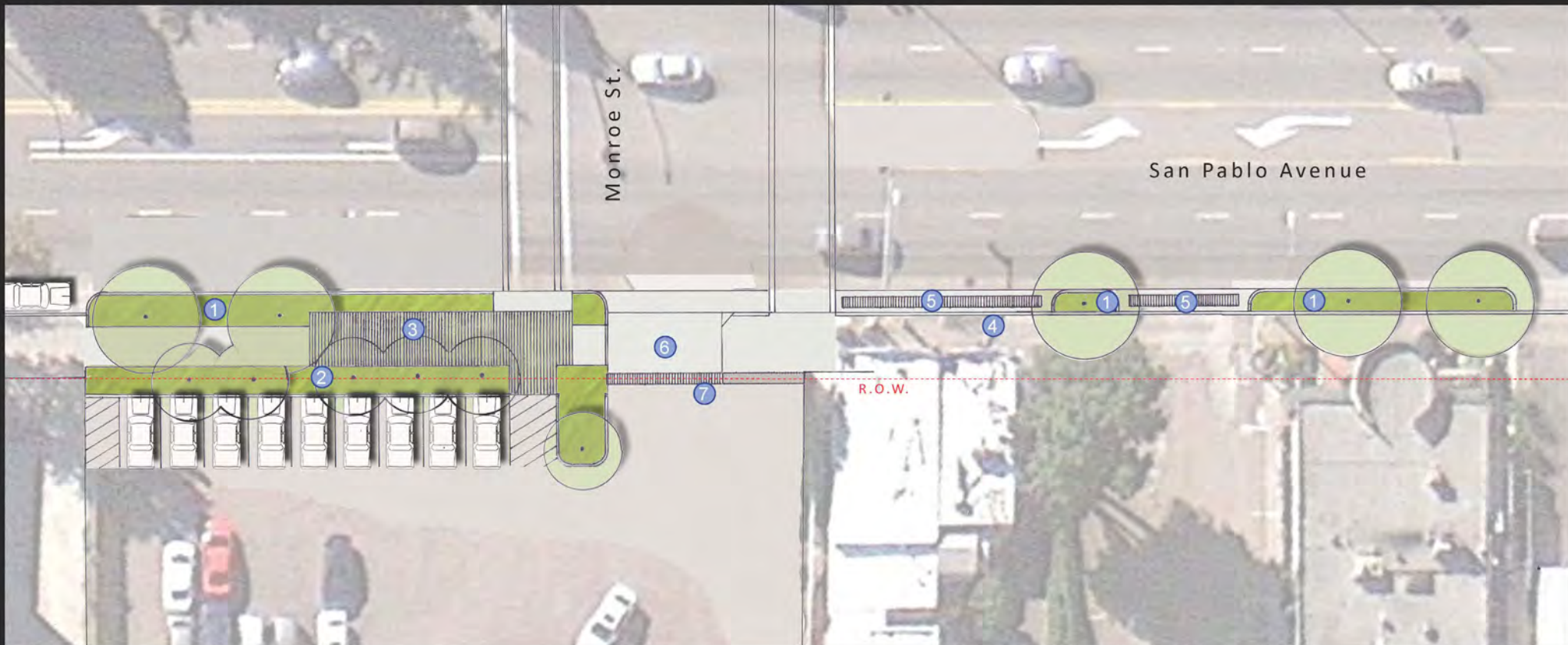
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January 2013



- ① Stormwater curb extensions capture runoff from San Pablo Avenue.
- ② Grated trench drains allow stormwater to flow into adjacent sidewalk planter.
- ③ Existing private landscaping/signage/utilities are retained.
- ④ Sidewalk planter accepts stormwater from San Pablo Avenue. A small concrete curb wall helps provide grade separation and protection of existing signs and utilities. This will require acceptance and coordination of improvements with private owner.
- ⑤ An existing vegetated swale is modified to capture stormwater from both San Pablo Avenue and McDonald's parking lot. This will require acceptance and coordination of improvements with private owner.
- ⑥ Grated trench drains allow stormwater overflow to flow into a stormwater curb extension in San Pablo Avenue.
- ⑦ All existing trees are retained with streetscape improvements.
- ⑧ Boardwalk allows stormwater to follow under pedestrian pathway.



Below is a design concept which shows the layout of proposed retrofit features. The proposed design is compatible with existing uses such as disabled access and clear entry into adjacent businesses. *Please note that some proposed changes result in the loss of on-street parking spaces or shifting of bus stop locations.*



Stormwater Improvement Concept Plan

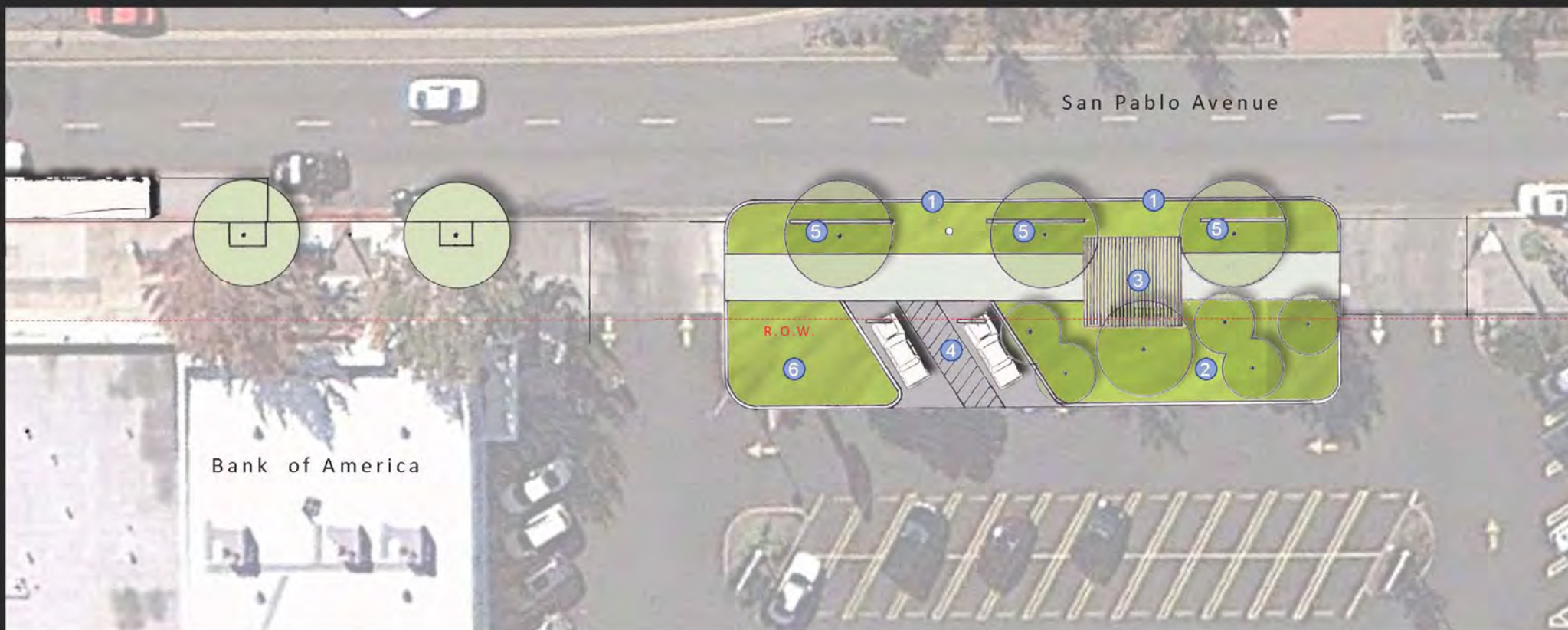
Scale: 1"=20'
January 2013



- ① Stormwater curb extensions capture runoff from San Pablo Avenue.
- ② Sidewalk planters capture stormwater from private parking lot. This will require acceptance and coordination of improvements with private owner.
- ③ A boardwalk allows stormwater to be stored under sidewalk zone using Silva Cell technology.
- ④ Existing bus stop remains in current location.
- ⑤ Stormwater overflow from stormwater curb extensions is captured within a series of grated green gutters within parking zones/driveway zones.
- ⑥ Existing driveway is modified.
- ⑦ Combination speed bump and trench drain system conveys runoff into sidewalk stormwater planter.



Below is a design concept which shows the layout of proposed retrofit features. The proposed design is compatible with existing uses such as disabled access and clear entry into adjacent businesses. *Please note that some proposed changes result in the loss of on-street parking spaces or shifting of bus stop locations.*



Stormwater Improvement Concept Plan

Scale: 1"=20'
January 2013



- ① Stormwater curb extensions capture runoff from San Pablo Avenue.
- ② Sidewalk rain garden captures stormwater from private parking lot. This will require acceptance and coordination of improvements with private owner.
- ③ A boardwalk allows stormwater to be connected between the curb extension and rain garden.
- ④ Existing ADA accessible parking spaces to remain at current location.
- ⑤ Existing large canopy street trees to remain. Stormwater facility is graded to allow existing street trees to remain.
- ⑥ Sidewalk rain garden captures stormwater from private parking lot. Existing signs and utilities will need to be protected.

San Pablo Avenue Green Stormwater Spine Project

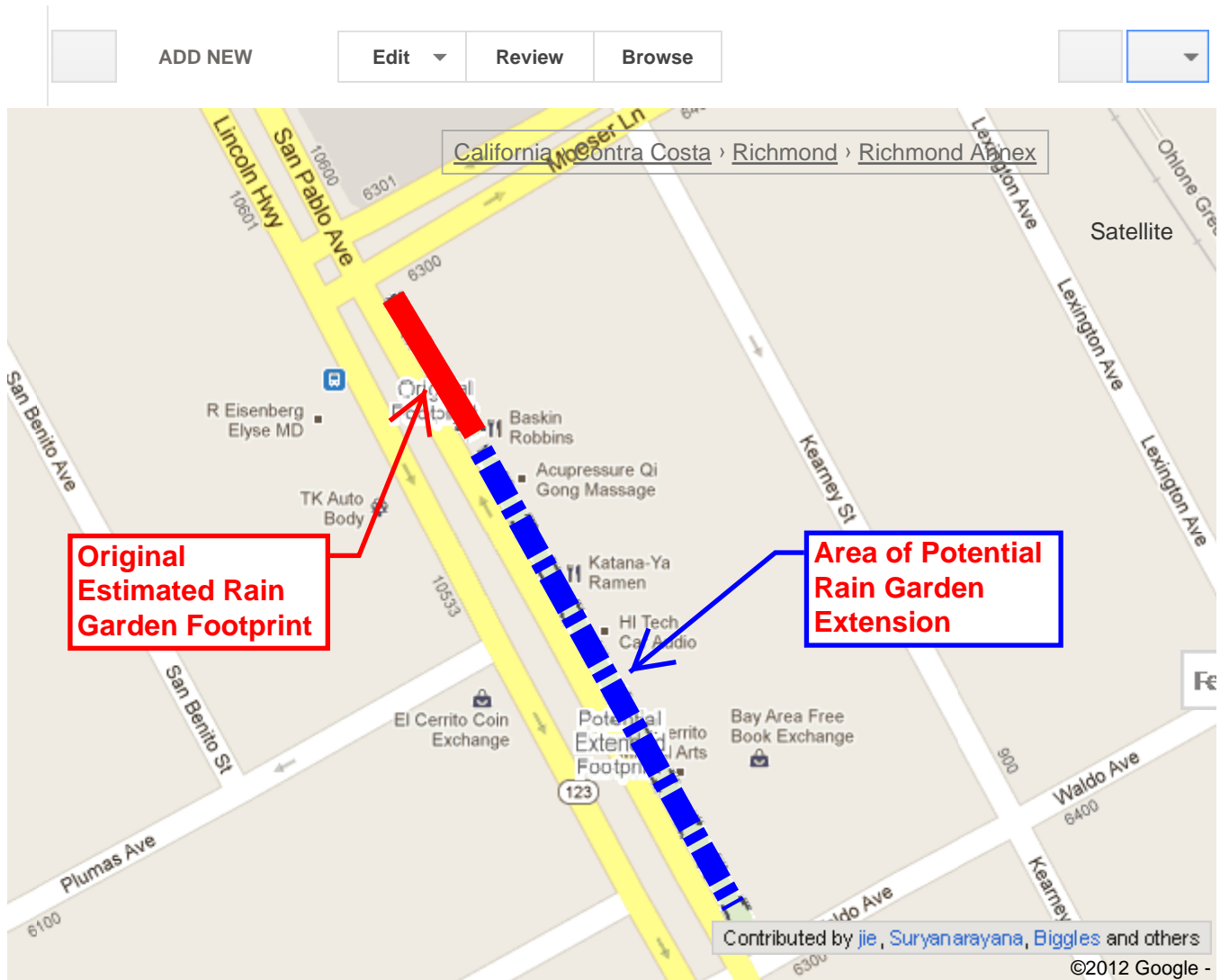
City of El Cerrito, California

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Nevue Ngan Associates

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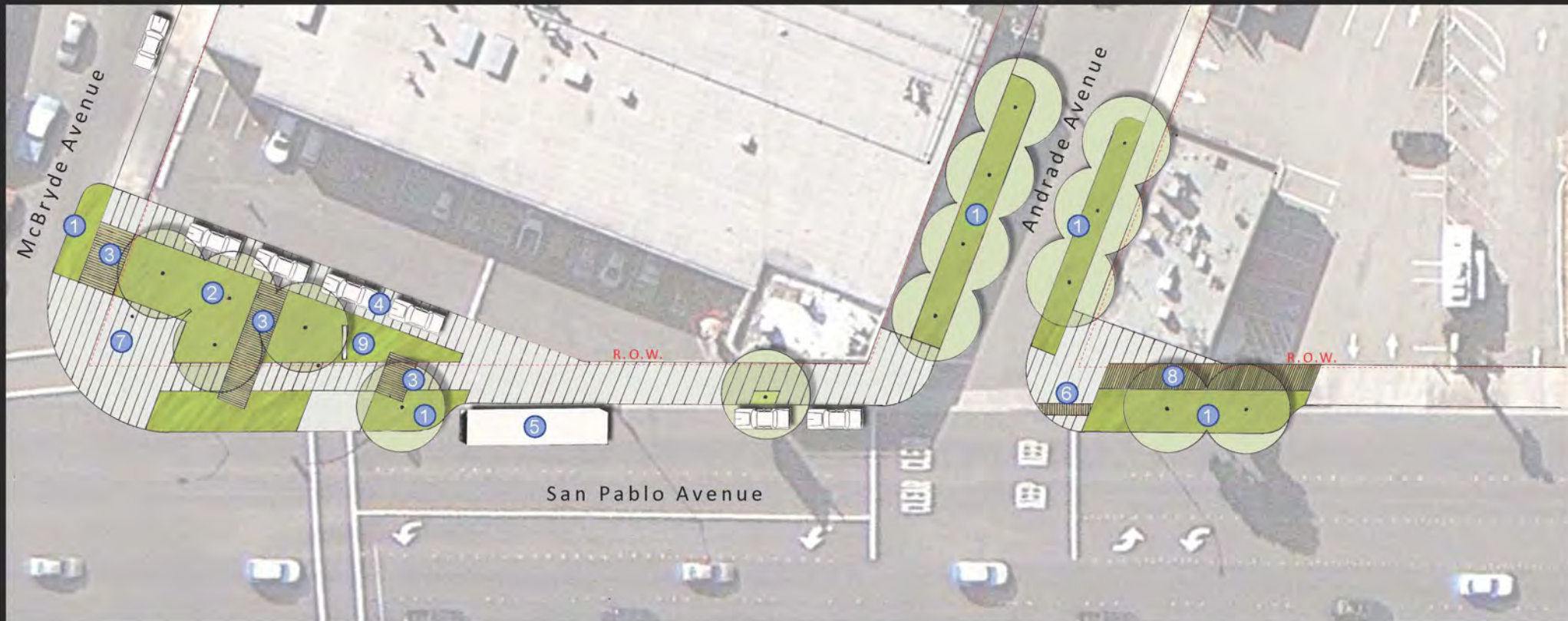
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Map of San Pablo Avenue Green Stormwater Spine (El Cerrito 3)



Below is a design concept which shows the layout of proposed retrofit features. The proposed design is compatible with existing uses such as disabled access and clear entry into adjacent businesses. *Please note that some proposed changes result in the loss of on-street parking spaces or shifting of bus stop locations.*



Stormwater Improvement Concept Plan

Scale: 1"=25'
January 2013



- ① Stormwater curb extensions capture runoff from San Pablo Avenue, Andrade Avenue, and McBryde Avenue.
- ② A new rain gardens capture stormwater from private parking lot. This will require acceptance and coordination of improvements with private owner.
- ③ Boardwalks allow stormwater to be connected between the curb extensions and rain garden.
- ④ Existing parking spaces are modified to allow for only parallel parking, however, additional parallel parking is allowed on McBryde Avenue
- ⑤ Existing bus stop is adjusted to this location.
- ⑥ Trench drains used for stormwater conveyance.
- ⑦ A new corner plaza for placemaking opportunity (art, pedestrian seating, other amenities by others).
- ⑧ Boardwalk allows for additional stormwater storage adjacent to stormwater curb extension.
- ⑨ Existing private signage/utilities are to be protected within rain garden.



Below is a design concept which shows the layout of proposed retrofit features. The proposed design is compatible with existing uses such as disabled access and clear entry into adjacent businesses. *Please note that some proposed changes result in the loss of on-street parking spaces or shifting of bus stop locations.*



Stormwater Improvement Concept Plan

Scale: 1"=20'
January 2013



- ① Stormwater planters capture runoff from San Pablo Avenue. Each planter has a flush curb condition next to bike lane for sheet flow of stormwater.
- ② Future potential improvements include sidewalk planters that capture stormwater from a portion of private rooftop.
- ③ Future potential improvements include trench drains that convey rooftop stormwater overflow to street stormwater planters.
- ④ A large street median rain garden captures runoff from San Pablo Avenue. The rain garden entry has a flush curb condition next to bike lane for sheet flow of stormwater.
- ⑤ A boardwalk allows for stormwater conveyance under the pedestrian crossing
- ⑥ Existing bike lane is retained.
- ⑦ Existing street tree is retained.

San Pablo Avenue Green Stormwater Spine Project

City of San Pablo, California

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